

Ogonna M. Atamoh, Esq. (NV Bar No. 7589)
Email: oatomoh@nevadafirm.com
COTTON, DRIGGS, WALCH,
HOLLEY, WOLOSON & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912

E-filed on: March 4, 2014

Attorneys for Apartment Realty Advisors, Inc.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

ARA NEVADA LLC,

Debtor.

Case No. BK-S-13-19693-LED
Chapter 11

DECLARATION OF LISA ROBINSON IN
SUPPORT OF MOTION TO COMPEL
ASSUMPTION OR REJECTION OF
LICENSE AGREEMENT AS AN
EXECUTORY CONTRACT UNDER
11 U.S.C. § 365(d)(2)

Date of Hearing: April 8, 2014
Time of Hearing: 10:30 a.m.
Place: Courtroom No. 3, Third Floor
Foley Federal Building
300 Las Vegas Blvd., S.
Las Vegas, NV 89101

Judge: Hon. Laurel E. Davis

I, Lisa Robinson, declare as follows:

1. I am the Chief Operating Officer of ARA National, a subsidiary of Apartment Realty Advisors, Inc., a creditor and party in interest in the above referenced bankruptcy case.

2. I am over the age of eighteen (18) years and competent to testify to the matters set forth herein.

3. I make this Declaration based upon my personal knowledge of the facts and matters of this action, I believe the statements made to be true and correct.

4. I make this Declaration in Support of the Motion to Compel Assumption or Rejection of the License Agreement as an Executory Contract under 11 U.S.C. § 365(d)(2).

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LICENSE AGREEMENT

5. Apartment Realty Advisors, Inc. ("Apartment Realty Advisors") developed a network system for the promotion and facilitation of certain real estate transactions in the United States, including Las Vegas, Nevada (the "Network").

6. Apartment Realty Investors is managed under the Close Corporation Agreement dated January 2, 2003 (the "Close Corporation Agreement").

7. The Network system includes the common use and promotion of certain intellectual property rights owned by Apartment Realty Advisors, and other promotional and educational materials.

8. In 2010, The Bentley Group Real Estate Advisors, Inc. (the "Bentley Group") was a licensed real estate broker that sought to participate in the Network, and to obtain a license to use Apartment Realty Advisor's intellectual property.

9. On July 1, 2010, Apartment Realty Advisors entered into a License Agreement with the Bentley Group as the broker for an initial term of three (3) years (the "Initial Term"), and with subsequent renewal options for terms of one (1) year thereafter. A true and correct copy of the License Agreement is attached hereto as **Exhibit "1"**.

10. In connection with the License Agreement, the Bentley Group executed the Signature Page Addendum, acknowledging the receipt of the Closed Corporation Agreement.

11. Pursuant to the License Agreement, Apartment Realty Advisors granted the Bentley Group the following:

[A] nonexclusive and nontransferable, limited license in the State(s) of Nevada ("Territory") to use the trade name "Apartment Realty Advisors," and any trademarks associated therewith ("Licensed Name"), in connection with Broker's name and identification, and in Broker's sales and promotional materials ("License")...

See License Agreement, p. 1, ¶ 1, **Exhibit "1"** hereto.

12. Under paragraph 7 of the License Agreement, Apartment Realty Advisors agreed to indemnify the Bentley Group to defend any action brought against the Bentley Group to the extent it is based upon a claim that the Licensed Name, as used by Broker, infringes a trademark

1 registered in the United States Patent Trademark Office or other applicable intellectual
2 proprietary rights.

3 13. In exchange for the license, the Bentley Group agreed to pay Apartment Realty
4 Advisors as follows for the license fee, as set forth in paragraph 3 of the License Agreement:

5 3. License Fees. As consideration for the grant of the
6 License, Broker shall pay to the Company an initial fee ("Initiation
7 Fee") and an annual license fee ("License Fee"). The Initiation
8 Fee shall be payable upon the execution of this Agreement. The
9 License Fee shall be payable by Broker to the Company in
10 accordance with this Agreement; provided, however, that the
11 Company and Broker may modify in writing the terms of payment
12 of the Initiation Fee and any License Fees. The Initial Fee shall be
13 Fifty Thousand Dollars (\$50,000) of which Ten Thousand Dollars
14 (\$10,000) will be paid no later than July 1, 2010. The License Fee
15 for the first year of the Initial Term shall be pro-rated from Seventy
16 Thousand, Two Hundred and Forty Six Dollars (\$70,246) to
Thirty Five Thousand, One Hundred and Twenty Three Dollars
(\$35,123) payable no later than July 1, 2010. Commencing with
the second year of the Initial Term, and continuing thereafter,
Broker shall pay to the Company an annual License Fee
determined by the Company and provided in writing to Broker.
Fifty percent (50%) of the amount of the annual License Fee shall
be paid by Broker to the Company within five (5) days after receipt
by Broker of the annual written notice from the Company of the
current License Fee amount, and the remaining fifty percent (50%)
payment shall be due six (6) months from the due date of the first
fifty percent (50%) of such License Fee.

17 See License Agreement, p. 2, ¶ 3, **Exhibit "1"** hereto.

18 14. Paragraph 2 of the License Agreement provides for immediate termination in the
19 event of (i) a default and failure to cure the default or violation within thirty (30) days after
20 receipt of written notice from Apartment Realty Advisors; (ii) upon the vote of the Board of
21 Directors of Apartment Realty Advisors required in accordance with the Close Corporation
22 Agreement; or (iii) in the event of an unauthorized transfer of ownership of the Bentley Group.

23 See License Agreement, pp. 1-2, ¶ 2, **Exhibit "1"**.

24 15. According to the License Agreement, "[u]pon termination of the License for any
25 reason, Broker will immediately cease all use of the Licensed Name, and will immediately
26 remove the Licensed Name from all of the Broker's organizational, identifying, sales, and
27 promotional materials." See License Agreement, p. 2, ¶ 2, **Exhibit "1"**.

16. On August 1, 2011, Apartment Realty Advisors, the Bentley Group and ARA – Nevada, LLC (“ARA Nevada”) entered into the Assignment and Assumption of License Agreement, whereunder the Bentley Group assigned the License to its affiliated entity, ARA Nevada.¹ See Assignment, **Exhibit “1”**.

17. Apartment Realty Advisors issued a series of invoices to ARA Nevada before the Bankruptcy Case was filed as follows:

DATE	INVOICE NO.	AMOUNT	BALANCE
11/14/2010	Balance Forward		\$21,676.12
11/15/2010	1186	\$276.00	\$21,952.12
12/9/2010	1160	\$20,000.00	\$41,952.12
1/18/2011	1207	\$51,115.00	\$93,067.12
7/1/2011	1239	\$51,115.00	\$144,182.12
1/10/2012	1257	\$66,383.50	\$210,565.62
1/10/2012	Partial Payment No. 1010 (2012 license fee)	-\$25,000.00	\$185,565.62
7/1/2012	1271	\$66,383.50	\$251,949.12
9/10/2012	Partial Payment No. 1000 (2012 license fee)	-\$41,383.50	\$210,565.62
1/10/2013	1295	\$64,515.00	\$275,080.62
2/20/2013	1303	\$4,680.00	\$279,760.62
7/1/2013	1323	\$64,516.00	\$344,276.62
10/21/2013	1344	\$22,978.00	\$367,254.62

True and correct copies of the invoices are attached hereto as **Exhibit “2”**.

18. Notwithstanding the series of invoices from Apartment Realty Advisors, ARA Nevada made only one partial payment of \$25,000 to Apartment Realty Advisors on January 10, 2012, consisting of a partial payment for the 2012 License Fee, and another partial payment of \$41,383.50 on September 10, 2012, consisting of a partial payment of the first (1st) half of the 2012 License Fee.

19. On October 30, 2013, Apartment Realty Advisors provided Debtor with written notice that unless payment was made by October 30, 2013, the license would be terminated

¹ All references to the Bentley Group as the predecessor-in-interest and ARA Nevada as the successor-in-interest shall be identified as ARA Nevada hereafter for ease of reference.

1 effective October 30, 2013, and all access to Apartment Realty Advisors infrastructure,
2 including, but not limited to, the Apartment Realty Advisors website and database.

3 20. In a series of e-mails on October 30, 2013, Christopher Bentley, one of the
4 Debtor's principals, conceded that Debtor was delinquent on the payment of its franchise fees to
5 Apartment Realty Advisors, and proposed a payment plan to make up the missed payments in
6 exchange for an additional 30-day period to avoid termination of the License Agreement. Mr.
7 Bentley did not dispute the amount of the delinquent franchise fees due and owing to Apartment
8 Realty Advisors. A true and correct copy of the e-mail from Mr. Bentley is attached hereto as
9 **Exhibit "3"**.

10 21. Debtor failed to timely cure the default under the License Agreement.

11 22. On November 15, 2013 (the "Petition Date"), Debtor filed a voluntary petition for
12 Chapter 11 bankruptcy relief, pending in the United States Bankruptcy Court, District of Nevada
13 as Case No. BK-S-13-19693-LED [Dkt. No. 1].

14 23. On February 4, 2014, Apartment Realty Advisors submitted to Debtor Invoice
15 No. 1362, dated January 6, 2014, for the first installment of 2014 franchise fees due postpetition
16 in the amount of \$77,085. A true and correct copy of Invoice No. 1362 is attached hereto as
17 **Exhibit "4"**.

18 24. Debtor's payment on Invoice No. 1362 in the amount of \$77,085 was due fifteen
19 (15) days after submission of the invoice to Debtor, or February 19, 2014.

20 25. As of the date of this Declaration, the Debtor is in default under the License
21 Agreement for failure to timely make the postpetition payment for Invoice No. 1362 in the
22 amount of \$77,085.

23 26. On February 24, 2014, Apartment Realty Advisors submitted to Debtor Salesforce
24 Invoice No. 1370, dated February 19, 2014, for the postpetition franchise fee in the amount of
25 \$8,657.00 relating to salesforce charges. A true and correct copy of Invoice No. 1370 is attached
26 hereto as **Exhibit "5"**.

27 ...

28 ...

1 27. Debtor has not made a single payment to Apartment Realty Advisors since
2 September 10, 2012.

3 28. Debtor's prepetition and postpetition franchise fee delinquencies total
4 \$452,996.60, consisting of \$367,254.62 in prepetition arrearages and \$85,742.00 in postpetition
5 arrearages.

6 29. Notwithstanding Debtor's failure to pay any franchise fee resulting in
7 delinquencies approaching \$500,000, Debtor continues to receive the benefits of the License
8 Agreement in that the Debtor continues to (i) use the ARA name to operate its business and
9 attract new customers; (ii) use ARA trademarks associated the licensed name in connection with
10 Debtor's name and identification as a broker; (iii) use the Licensed Name in Debtor's sales and
11 promotional materials; and (iv) attend industry events exclusively attended by licensees paying
12 hundreds of thousands of dollars to use the ARA trademark.

13 30. Debtor receives the same benefits as paying licensees for no payment to
14 Apartment Realty Advisors in a year and a half (1 ½).

15 I declare under penalty of perjury under the laws of the United States that the foregoing is
16 true and correct to the best of my knowledge.

17 Dated this 4 day of March, 2014.

18
19 
20 LISA ROBINSON

EXHIBIT “1”

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this 1st day of July, 2010 by and between APARTMENT REALTY ADVISORS, INC., an Ohio corporation (the "Company"), and THE BENTLEY GROUP REAL ESTATE ADVISORS, INC., a Nevada corporation ("Broker").

RECITALS

The Company has developed a network system for the promotion and facilitation of certain real estate transactions in various locations throughout the country ("Network"), which Network system includes the common use and promotion of certain intellectual property rights owned by the Company, and other promotional and educational materials.

Broker is a licensed real estate broker that desires to participate in the Network, and to obtain a license to use such intellectual property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. License Rights. The Company hereby grants to Broker a nonexclusive and nontransferable, limited license in the State(s) of Nevada ("Territory") to use the trade name "Apartment Realty Advisors," and any trademarks associated therewith ("Licensed Name"), in connection with Broker's name and identification, and in Broker's sales and promotional materials ("License"). As a condition to the grant of this License, Broker agrees to only use and promote the Licensed Name and related trademarks for the purpose stated herein, in a manner deemed supportive of the Network, and in the best interests of the Company, as determined by the Company, and in accordance with the Company's standards and requirements regarding the use and integration of the Licensed Name with Broker's name and materials.
2. Term. The initial term of the License granted hereby, and of this Agreement, shall be three (3) years ("Initial Term"). After the expiration of the Initial Term, the License and this Agreement shall be renewed at the option of Broker and the Company upon the satisfaction of the following conditions: (i) Broker shall have fulfilled all of its obligations hereunder to the satisfaction of the Company, including, but not limited to, the payment of all amounts provided in Section 3 hereof; and (ii) the Company shall approve the renewal of the License. Upon the satisfaction of such conditions, and until terminated as provided herein, the License and this Agreement shall automatically renew for one (1) year periods thereafter (all years of such renewal is referred to herein as the "Renewal Term"), subject to the payment of the fees for each such Renewal Term provided in Section 3. Notwithstanding the foregoing, the License and this Agreement shall immediately terminate: (i) in the event that Broker violates any of the terms and conditions of this Agreement or any other standards or requirements of the Company in connection with the License or the use of the Licensed Name and fails to cure such violation to the satisfaction of the Company within thirty (30) days after receipt of written notice from the

Company; (ii) upon the vote of the Board of Directors of the Company required in accordance with the Close Corporation Agreement of the Company; or (iii) upon the occurrence of any of the events described in Section 19 hereof, in accordance with the provisions of such Section 19. Additionally, the License and this Agreement shall terminate at the end of the Initial Term or the then-current Renewal Term in the event that either party provides written notice to the other of the termination of this Agreement at least sixty (60) days before the end of such Initial Term or Renewal Term. Upon termination of the License for any reason, Broker will immediately cease all use of the Licensed Name, and will immediately remove the Licensed Name from all of Broker's organizational, identifying, sales, and promotional materials.

3. License Fees. As consideration for the grant of the License, Broker shall pay to the Company an initial fee ("Initiation Fee") and an annual license fee ("License Fee"). The Initiation Fee shall be payable upon the execution of this Agreement. The License Fees shall be payable by Broker to the Company in accordance with this Agreement; provided, however, that the Company and Broker may modify in writing the terms of payment of the Initiation Fee and any License Fees. The Initiation Fee shall be Fifty Thousand Dollars (\$50,000) of which Ten Thousand Dollars (\$10,000) will be paid no later than July 1, 2010. The License Fee for the first year of the Initial Term shall be pro-rated from Seventy Thousand, Two Hundred and Forty Six Dollars (\$70,246) to Thirty Five Thousand, One Hundred and Twenty Three Dollars (\$35,123) payable no later than July 1, 2010. Commencing with the second year of the Initial Term, and continuing thereafter, Broker shall pay to the Company an annual License Fee determined by the Company and provided in writing to Broker. Fifty percent (50%) of the amount of the annual License Fee shall be paid by Broker to the Company within five (5) days after receipt by Broker of the annual written notice from the Company of the current License Fee amount, and the remaining fifty percent (50%) payment shall be due six (6) months from the due date of the first fifty percent (50%) payment of such License Fee.

4. Referrals. As further consideration for the grant of the License hereunder, Broker agrees that in the event that Broker desires to make an apartment referral into a state for which the Company has licensed a broker in the Network (Broker may rely on the most recent Network listing provided by the Company for these purposes), Broker will refer such client only to a broker licensed in such state and that is a participant in the Network. Any referrals to the Broker from other Network participants will be served by the Broker in the normal course of Broker's business, on terms at least as favorable to such referred party as terms offered to Broker's other comparable clients, and otherwise in accordance with any terms and conditions set forth in this Agreement.

5. Conduct of Broker. Broker represents that it is a licensed real estate broker under the laws of the State(s) of Nevada which license shall include all certifications necessary for Broker to perform its obligations pursuant to this Agreement. Broker further represents that Broker's performance of any of its obligations hereunder will not violate, or cause the termination of, any of Broker's licenses or certifications, and will not violate any laws, rules, or regulations of any kind applicable to Broker. At all times during the Initial Term and any Renewal Term of the License, and at any time in connection with Broker's use of the Licensed Name and related trademarks, Broker shall: (i) carry out Broker's business in accordance with all laws, rules, and regulations of any kind applicable to Broker; (ii) not use the Licensed Name and related

trademarks otherwise than in accordance with the terms and conditions of this Agreement or for any other purpose; and (iii) meet all criteria set by the Company from time to time in order to retain the License. Broker agrees to maintain certain requirements, and to provide to the Company certain records and information, all as may be required by the Company from time to time, which requirements may include, but not be limited to, the requirement to carry adequate insurance as determined by the Company.

6. Title and Proprietary Interests. Broker acknowledges that the Licensed Name constitutes a valuable asset, and is the sole property of the Company. The grant of the License hereunder is a nonexclusive license to use the Licensed Name and related trademarks only for Broker's own use in its regular course of business and in accordance with the terms and conditions of this Agreement. Broker is expressly prohibited from transferring the License or the Licensed Name in any manner whatsoever to a third party, or using the Licensed Name and related trademarks in any other manner except as expressly provided herein, without the prior written consent of the Company. The parties agree that the Company may enforce any of its rights stated hereunder by injunction or other equitable relief, in addition to any other legal remedies it may have available, should Broker either willfully or through negligence of itself, its employees and/or agents, fail to take all reasonable actions to protect the Company's proprietary interests in the Licensed Name and related trademarks.

7. Trademark and Trade Name. The Company, at its own expense, will defend any action brought against Broker to the extent that it is based on a claim that the Licensed Name, as used by Broker strictly within the scope of this Agreement, infringes a trademark registered in the United States Patent and Trademark Office or other proprietary right applicable under United States law of any third party; provided (i) Broker promptly notifies the Company in writing of the action, or threat thereof, and of any other claims relating to such action, and (ii) the Company has exclusive control of the defense and all negotiations for its settlement or compromise. The Company shall have no liability for any claim of infringement based on Broker's (i) use or combination of the Licensed Name and/or related trademarks other than in accordance with this Agreement and the grant of the License hereunder; or (ii) modification or alteration of the Licensed Name and/or related trademarks in any form, whether or not authorized by the Company hereunder. THE FOREGOING STATES THE ENTIRE LIABILITY OF THE COMPANY WITH RESPECT TO INFRINGEMENT OF ANY TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE LICENSED NAME OR BROKER'S USE THEREOF.

8. Confidentiality. Broker hereby agrees that all information disclosed by the Company to Broker in connection with Broker's participation in the Network, and for the performance of Broker's obligations hereunder ("Proprietary Information"), shall be deemed confidential, and Broker hereby agrees not to use or disclose to any third party any of such Proprietary Information. The provisions of this Section 8 shall survive the termination of the License and this Agreement.

9. Indemnification. Broker hereby agrees to indemnify and hold harmless the Company from and against any and all claims, losses, liabilities, damages, and expenses arising from (i) any breach by Broker of any terms and conditions of this Agreement, including, but not limited

to, use of the Licensed Name and/or related trademarks otherwise than in accordance with this Agreement, and (ii) the performance of Broker's professional services or other actions or inaction of Broker. Broker agrees to notify all parties to its transactions that it is independent of the Company and independent of all other brokers in the Network, and shall state such notification by incorporating the language in "Exhibit A" of this agreement in its listing agreements and agency disclosure statements.

10. Relationship of the Parties. Neither the Company nor Broker shall be, or shall represent itself to be, an agent, employee, partner, or joint venturer of the other. Broker shall not have the right or authority to create any obligation of any kind on behalf of the Company, shall not make or sign, or purport to make or execute, contracts or other instruments in the name of the Company.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, or by simultaneous fax transmission, as follows:

(a) If to the Company to:

Apartment Realty Advisors, Inc.
6445 Powers Ferry Road, Suite 300
Atlanta, GA 30339
Attn: Lisa A. Robinson
Fax: (678) 553-9361

(b) If to Broker to:

The Bentley Group Real Estate Advisors, Inc.
10620 Southern Highlands Parkway, Suite 110-438
Las Vegas, NV 89141
Attn: Christopher D. Bentley
Fax: (702) 855-0660

or to such other address as either party shall have previously specified in writing to the other.

12. Headings. The Section headings in this Agreement are inserted solely as a matter of convenience for reference, and shall not in any way affect the meaning or interpretation of any of the provisions of the Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

14. Prior Agreements. This Agreement supersedes all prior agreements, oral and written, among the parties hereto with respect to the subject matter hereunder.

15. Amendment; Waiver. This Agreement may not be amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.
16. Severability. Should any provision of this Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.
17. Survivability. The provisions of Sections 2, 3, 6, 7, 8, 9, 10, 11, 16, 17, and 22 shall survive the termination of this Agreement for any reason.
18. Assignment. Except as otherwise contemplated herein, this Agreement shall not be assignable by either of the parties hereto without the written consent of the other parties. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their permitted successors, assigns and transferees any rights or remedies under or by reason of this Agreement.
19. Transfer of Ownership of Broker. Upon a transfer or change of ownership of Broker, the License and this Agreement shall terminate at the option of the Company. For purposes of this Section 19, a change in ownership of less than fifty percent (50%) of the ownership interests of a Broker will not be considered a transfer in ownership. If the ownership interests equal to fifty percent (50%) or more of Broker are transferred to a new owner, or upon the sale of substantially all of the assets of Broker, Broker must provide written notice to the Company prior to the consummation of such event. At the option of the Company, which shall be exercised by providing written notice to Broker, the License and this Agreement shall be immediately terminated. Upon such termination, in order to use the Licensed Name and to participate in the Network, Broker (and the new owner thereof), must be approved by the Company as a new broker (subject to the approval requirements of the Company), and must enter into a new License Agreement. Such new License Agreement will be of the form in use at that time for new brokers, including term, initiation fee, if any, and annual License Fees. If Broker desires to enter into such a transaction, Broker is advised to notify the prospective buyer of this clause, and is advised to recommend to the prospective buyer that the prospective buyer obtain prior approval from the Company of such transaction prior to the closing thereof.
20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors, assigns and transferees.
21. Time of the Essence. Time is of the essence in this Agreement.

22. Governing Law. This Agreement has been executed and delivered in the State of Ohio and its validity, interpretation, performance, and enforcement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio. The parties hereto expressly submit themselves to the exclusive jurisdiction of Ohio courts in Montgomery County or the Federal Courts located within the Southern District of Ohio for the resolution of any disputes which may arise under or with respect to any provisions of this Agreement, and each of the parties waives any objection that the party may now or hereafter have to venue or to convenience of forum, agrees that all claims with respect to this Agreement shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

[SIGNATURES ON FOLLOWING PAGE]

The parties have executed this Agreement effective as of the date first above written.

APARTMENT REALTY ADVISORS, INC.

THE BENTLEY GROUP REAL ESTATE
ADVISORS, INC.

By: <u><i>Lisa A. Robinson</i></u>	By: <u><i>C. D. Bentley</i></u>
Name: <u>Lisa A. Robinson</u>	Name: <u>Christopher D. Bentley</u>
Title: <u>Chief Operations Officer</u>	Title: <u>President, Broker of Record</u>

SIGNATURE PAGE ADDENDUM

The undersigned subscriber (the "Subscriber") to common shares of Apartment Realty Advisors, Inc., an Ohio corporation (the "Company"), by execution of this Signature Page Addendum, hereby acknowledges receipt of a copy of the Close Corporation Agreement among the Company and its Shareholders, dated January 2, 2003, as amended (the "Close Corporation Agreement"), and hereby agrees to become a party to, and be bound by, the Close Corporation Agreement.

The Company, by execution of this Signature Page Addendum, on behalf of itself and as attorney in fact on behalf of its current shareholders who are parties to the Close Corporation Agreement, hereby acknowledges and agrees that the Subscriber has become a party to the Close Corporation Agreement.

SUBSCRIBER:

THE BENTLEY GROUP REAL ESTATE
ADVISORS, INC.,
a Nevada corporation

APARTMENT REALTY ADVISORS, INC.,
an Ohio corporation

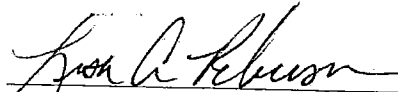
By:



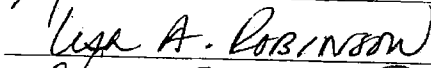
Name: Christopher D. Bentley

Title: President

By:



Name:



Title:



ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT ("Assignment") is entered into this 1 day of August, 2011 by and between APARTMENT REALTY ADVISORS, INC., an Ohio corporation (the "Company"), THE BENTLEY GROUP REAL ESTATE ADVISORS, INC., a Nevada corporation ("Bentley"), and ARA - NEVADA, LLC, a Nevada limited liability company ("Broker").

RECITALS

Bentley and the Company entered into a License Agreement, dated July 1, 2010 (the "License Agreement") whereby the Company granted to Bentley a nonexclusive License to use the Licensed Name in the Territory (as such terms are defined in the License Agreement).

Bentley now desires to assign the License and License Agreement to Broker, an affiliate of Bentley, for purposes of separating Bentley's commercial business from its multihousing business.

Bentley and the Company now agree to permit Bentley to assign the License Agreement to Broker, and Broker agrees to assume all of Bentley's rights and obligations pursuant to the License and the License Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings as set forth in the License Agreement.
2. Assignment of License and License Agreement. Bentley does hereby grant, assign, transfer, convey, and deliver to Broker all of Bentley's right, title, interest, and obligations pursuant to the License and the License Agreement, including Bentley's obligations to pay all License Fees and other amounts thereunder.
3. Assumption of License and License Agreement. Broker does hereby assume all of Bentley's right, title, interest, and obligations pursuant to the License and the License Agreement. Furthermore, each of Bentley and Broker hereby agrees that nothing set forth in this Assignment releases Bentley from responsibility for any obligations pursuant to the License and the License Agreement, and Bentley hereby agrees to indemnify and hold the Company harmless for a failure by Broker to perform with respect to the License or License Agreement.
3. Representation of Broker. Broker hereby represents and warrants to the Company Broker is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Nevada, and that Broker has full authority and has been duly authorized by all corporate action to execute and deliver this Assignment and to perform the obligations

pursuant to the License and the License Agreement. Broker represents that it is a licensed real estate broker under the laws of the State of Nevada which license includes all certifications necessary for Broker to perform its obligations pursuant to the License and the License Agreement.

4. Ratification. All terms and conditions of the License Agreement remain unchanged and in full force and effect, and Broker and Company hereby reinstate, ratify, and reaffirm the License Agreement.

5. Counterparts. This First Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

The parties have executed this Assignment effective as of the date first above written.

APARTMENT REALTY ADVISORS, INC.,

THE BENTLEY GROUP REAL
ESTATE ADVISORS, INC.
a Nevada corporation

By *Dana A. Rebusen*
Title *Chief Operations Officer*

By *L. L. Jenkins*
Title President

ARA - NEVADA, LLC
a Nevada limited liability company

By *L. L. Jenkins*
Title Manager

Assignment - ARA - Nevada, LLC from The Bentley Group License Agreement 00534072.Doc

EXHIBIT “2”

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Statement**

Date	Statement No.
12/12/2013	1104

ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$367,254.62	

Please detach top portion and attach with your payment.

Date	Activity	Amount	Balance
11/14/2010	Balance Forward		21,676.12
11/15/2010	Invoice No.1186	276.00	21,952.12
12/09/2010	Invoice No.1160	20,000.00	41,952.12
01/18/2011	Invoice No.1207	51,115.00	93,067.12
07/01/2011	Invoice No.1239	51,115.00	144,182.12
01/10/2012	Invoice No.1257	66,383.50	210,565.62
01/10/2012	Payment No.1010: Partial Payment 2012 License Fee	-25,000.00	185,565.62
07/01/2012	Invoice No.1271	66,383.50	251,949.12
09/10/2012	Payment No.1000: Partial Payment 1st Half of 2012 License Fees	-41,383.50	210,565.62
01/10/2013	Invoice No.1295	64,515.00	275,080.62
02/20/2013	Invoice No.1303	4,680.00	279,760.62
07/01/2013	Invoice No.1323	64,516.00	344,276.62
10/21/2013	Invoice No.1344	22,978.00	367,254.62

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
\$0.00	\$0.00	\$22,978.00	\$0.00	\$344,276.62	\$367,254.62

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAusa.com**Invoice**

Date	Invoice No.
11/15/2010	1186
Terms	Due Date
Due on receipt	11/15/2010

Bill ToARA-Las Vegas
Attn: Chris Bentley
5940 S. Rainbow Blvd.
Las Vegas, NV 89118

Amount Due	Enclosed
\$21,952.12	

x Please detach top portion and return with your payment. x

Date	Account Summary	Amount
11/11/2010	Balance Forward	\$21,676.12
	New charges (see details below)	276.00
	Total Amount Due	\$21,952.12

Date	Activity	Quantity	Rate	Amount
11/15/2010	Gen NExt Event Cost, Dallas, TX, Oct. 13-14, 2010 - Chris Bentley	1	276.00	276.00

Total Of New Charges \$276.00

Total Amount Due	\$21,952.12
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APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
12/09/2010	1160
Terms	Due Date
Due on receipt	12/09/2010

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$41,952.12	

x Please detach top portion and return with your payment x

Date	Account Summary	Amount
11/15/2010	Balance Forward	\$21,952.12
	New charges (see details below)	20,000.00
	Total Amount Due	\$41,952.12

Date	Activity	Quantity	Rate	Amount
12/09/2010	Final Installment of \$50,000 Initiation Fee	1	20,000.00	20,000.00

Offices paying 15 days after the above Due Date will be assessed a late penalty of 5% per month for each month that the payment has gone unpaid.

Total Of New Charges	\$20,000.00
Total Amount Due	\$41,952.12

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAusa.com**Invoice**

Date	Invoice No.
01/18/2011	1207
Terms	Due Date
Due on receipt	01/18/2011

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$93,067.12	

x Please detach top portion and return with your payment x

Date	Account Summary	Amount
12/09/2010	Balance Forward	\$41,952.12
	New charges (see details below)	51,115.00
	Total Amount Due	\$93,067.12

Date	Activity	Quantity	Rate	Amount
01/18/2011	First Half of 2011 License Fees	1	51,115.00	51,115.00

Offices paying 15 days after February 1, 2011 deadline will be assessed a late penalty of 5% per month for each month that the payment has gone unpaid.

Total Of New Charges	\$51,115.00
Total Amount Due	\$93,067.12

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
07/01/2011	1239
Terms	Due Date
Due on receipt	07/01/2011

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$144,182.12	

> Please detach top portion and retain with your payment <

Date	Account Summary	Amount
01/18/2011	Balance Forward	\$93,067.12
	New charges (see details below)	51,115.00
	Total Amount Due	\$144,182.12

Date	Activity	Quantity	Rate	Amount
07/01/2011	Second Half of 2011 License Fees	1	51,115.00	51,115.00

Offices paying 15 days after the July 1, 2011 deadline will be assessed a late penalty of 5% per month for each month that the payment has gone unpaid.

Total Of New Charges	\$51,115.00
Total Amount Due	\$144,182.12

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAusa.com**Invoice**

Date	Invoice No.
07/01/2012	1271
Terms	Due Date
Due on receipt	07/10/2012

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$251,949.12	

Please detach top portion and remit with your payment.

Date	Account Summary	Amount
01/10/2012	Balance Forward	\$210,565.62
01/10/2012	Payment received	-25,000.00
	New charges (see details below)	66,383.50
	Total Amount Due	\$251,949.12

Date	Activity	Quantity	Rate	Amount
07/01/2012	2nd Half 2012 License Fee	1	66,383.50	66,383.50

Offices paying 15 days after the July 10 deadline will be assessed a late penalty of 5% per month for each month the invoice has gone unpaid.

Total Of New Charges	\$66,383.50
Total Amount Due	\$251,949.12

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
01/10/2013	1295
Terms	Due Date
Due on receipt	01/10/2013

Bill To:ARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$275,080.62	

Please detach top portion and retain with your payment.

Date	Account Summary	Amount
07/01/2012	Balance Forward	\$251,949.12
09/10/2012	Payment received	-41,383.50
	New charges (see details below)	64,515.00
	Total Amount Due	\$275,080.62

Date	Activity	Quantity	Rate	Amount
01/10/2013	1/2 2013 License Fee	1	64,515.00	64,515.00

Offices paying 15 days after the January 10 deadline will be assessed a late penalty of 5% per month for each month the invoice has gone unpaid.

Total Of New Charges	\$64,515.00
Total Amount Due	\$275,080.62

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
02/20/2013	1303
Terms	Due Date
Due on receipt	02/20/2013

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$279,760.62	

Please detach top portion and retain with your payment.

Date	Account Summary	Amount
01/10/2013	Balance Forward	\$275,080.62
	New charges (see details below)	4,680.00
	Total Amount Due	\$279,760.62

Date	Activity	Quantity	Rate	Amount
02/20/2013	For Salesforce Licenses	1	4,680.00	4,680.00

Total Of New Charges \$4,680.00

Total Amount Due	\$279,760.62
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APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
07/01/2013	1323
Terms	Due Date
Due on receipt	07/01/2013

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$344,276.62	

x Please detach top portion and return with your payment. x

Date	Account Summary	Amount
02/20/2013	Balance Forward	\$279,760.62
	New charges (see details below)	64,516.00
	Total Amount Due	\$344,276.62

Date	Activity	Quantity	Rate	Amount
07/01/2013	2nd Half 2013 License Fee	1	64,516.00	64,516.00

Offices paying 15 days after the July 1 deadline will be assessed a late penalty of 5% per month for each month the invoice has gone unpaid.

Total Of New Charges	\$64,516.00
Total Amount Due	\$344,276.62

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
10/21/2013	1344
Terms	Due Date
Due on receipt	10/21/2013

Bill To:ARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$367,254.62	

Please detach top portion and return with your payment.

Date	Account Summary	Amount
07/01/2013	Balance Forward	\$344,276.62
	New charges (see details below)	22,978.00
	Total Amount Due	\$367,254.62

Date	Activity	Quantity	Rate	Amount
10/21/2013	Database Capital Call #2 of 3	1	22,978.00	22,978.00

Total Of New Charges \$22,978.00

Total Amount Due	\$367,254.62
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EXHIBIT “3”

----- Forwarded message -----

From: **Christopher Bentley** <cbentley@arausa.com>

Date: Wed, Oct 30, 2013 at 5:56 PM

Subject: Re: Las Vegas Office

To: Matt Rotan <rotan@arausa.com>

Cc: Voting Partners <votingpartners@arausa.com>, The Lady! Lisa Robinson
<LRobinson@arausa.com>, Gary Kachadurian <gkachadurian@arausa.com>

I would like to make the following proposal to extend the termination date by 30 days so that we can finalize possible partnership agreements and payment plans.

We will wire \$25,000 to ARA corporate tomorrow for this extension.

We have Wellington under contract that has a gross fee of \$237,000 and Parkwood is going under contract tomorrow (with hard money day 1, close in 30 days). That fee is \$184,000.

We can commit to a minimum of 25% of every deal as ARA payments or a waterfall similar to stated below. We have both debt service that needs to be made, and the waterfall to ARA would increase after those payments have been made.

Total Fee both deals: \$421,000

Agent Split 25%: (\$105,250)

3 Months Expenses w/o ARA Fees: (\$112,500)

Remaining: \$203,250

50% to ARA: \$101,625

Terminating our office will not only put us out of business and jeopardize upcoming listings, it would also set us back in our ability to pay back the loan we took from several partners.

Christopher D. Bentley • cbentley@ARAUSA.com

Principal

T (702) 966-1160 • **D** (702) 966-1166 • **F** (702) 966-1170

ARA Nevada

6725 Via Austi Parkway, Suite 380

Las Vegas, Nevada 89119

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**RELATIONSHIPS
THAT DELIVER RESULTS.**

On Wed, Oct 30, 2013 at 12:37 PM, Matt Rotan <rotan@arausa.com> wrote:

Chris-

I appreciate your situation, I really do. Am I am sorry you are in it but, ARS isn't structured to carry an office - it just aren't.

Let's be real- this hasn't been a two week situation nor has ARA been unreasonable. You received the Senior Housing referral in May but ARA didn't receive the \$22,000 as agreed. ARS hasn't received any kind of payment from you in a very long time. Even The original License Fee hasn't been paid.

I personally sympathize with the issue - I have been there myself in PNW. But, based on what ARA is owed today, 2104 ARA due soon and additional database costs coming, if you can't make a payment, then ARA can't continue to ask others to pay for you. We have serious capital and operating payments due soon for all our our offices.

We need to acknowledge where we really are and find a way to overcome the lost license fees. Again, we have people who are having issues in their own markets, but they are making their offices payments and staying current on database payments as well.

This issue has been out there since July. EC has vetted it so many times - over and over. It isn't fun nor are we happy about having to do this, but at this point it is business.

We either need you to make a serious payment or this won't work. We have made a proposal and it was detailed. You have had it a month and we thought you were attempting to raising money- bring in partners - ect. But, we didn't hear anything until day before the termination.

I'm sorry - seriously sorry and again I am hate you are having your issues. We Just have responsibility to all partners, not one office.

I feel sick having to say this - especially for the 5th time. Makes be feel bad - over and over.

Matt Rotan

at 1:04 PM, Christopher Bentley
<cbentley@arausa.com> wrote:

ARA Partners:

Over the last 2 weeks we have been trying to figure out various ways to comply with the EC's payment demand. The demand would require

this office to pay a total of pay over **\$550,000 to ARA over the next 12 months of which \$235,000 would have to be paid between now and January**. If we had that kind of capability we would not be behind in the first place. This plan is simply not feasible, especially given the initial time frames.

We want to stay with ARA and make this work.
We are talking to several people about taking them on as partners. Our market is finally seeing some recovery and our pipeline is growing. We have deals in escrow and on the market that will result in positive cash flow for the first time since 2008. We have cut our expenses down to \$600,000 which includes annual ARA fees and continue to shave off expenses where we can. Our cost of sales is 50.75% which includes staff bonuses for closings (it jumps to 60.75% after \$1,500,000 gross), which is part of their compensation package (at this time we only have 1 employee). This is the lowest budget we have had since I opened my office in 2004.

I can commit to making a \$100,000 payment when our Wellington deal closes on either December 11th or January 8th (the seller has the option to extend for tax purposes). This will cover the 1st installment of the 2014 fees and a portion of the database capital call. For the rest I propose a waterfall structure. This is what I tried to propose to the EC in a July 23 memo, but apparently it was misunderstood and I never received any communication or response until the vote was called over 2 months later.

The waterfall would be any cash flow after splits, operating expenses, and debt service. Our accounting would be handled by either David Stockton or another 3rd party.

2 weeks are simply not enough to take on partners and negotiate a payment plan. Please keep in mind that I have lenders that are ARA

partners that we have a waterfall agreement with. Additionally there is a \$60,000 payment due December 31st.

We have struggled since 2009. Maybe I should have pulled the plug a long time ago, but after going through this we can see a very bright light at the end of the tunnel. I know this market well and obviously I am on the ground here. You have to trust my judgement that patience in this market will pay off. CBRE has no deals in 2009 and 2012. They are having a good year due to 3 portfolio sales including a \$200 Million Camden/DRA sale. 2014 is our year. We won the last 4 assignments when competing against them.

I understand that our struggles are not your problem, but terminating our relationship so close to us finally succeeding is detrimental to all of us. We are willing to do whatever it takes, but we can't comply with the EC's unreasonable demands. This is not because we do not want to. If there were reserves left to make the payments we would have done so before.

Christopher D.

Bentley • cbentley@ARAusa.com

Principal

T (702) 966-1160 • D (702) 966-1166 • F (702) 966-1170

ARA Nevada

6725 Via Austi Parkway, Suite 380

Las Vegas, Nevada 89119

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**RELATIONSHIPS
THAT DELIVER RESULTS.**

Nevada RE License

B.40175.CORP/PM.0140175.BKR ARA

Nevada, LLC

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Matt Rotan

On Oct 30, 2013 at 1:04 PM, Christopher Bentley <cbentley@araura.com> wrote:

ARA Partners:

Over the last 2 weeks we have been trying to figure out various ways to comply with the EC's payment demand. The demand would require this office to pay a total of pay over **\$550,000 to ARA over the next 12 months** of which **\$235,000 would have to be paid between now and January**. If we had that kind of capability we would not be behind in the first place. This plan is simply not feasible, especially given the initial time frames.

We want to stay with ARA and make this work. We are talking to several people about taking them on as partners. Our market is finally seeing some recovery and our pipeline is growing. We have deals in escrow and on the market that will result in positive cash flow for the first time since 2008. We have cut our expenses down to \$600,000 which includes annual ARA fees and continue to shave off expenses where we can. Our cost of sales is 50.75% which includes staff bonuses for closings (it jumps to 60.75% after \$1,500,000 gross), which is part of their compensation package (at this time we only have 1 employee). This is the lowest budget we have had since I opened my office in 2004.

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We have struggled since 2009. Maybe I should have pulled the plug a long time ago, but after going through this we can see a very bright light at the end of the tunnel. I know this market well and obviously I am on the ground here. You have to trust my judgement that patience in this market will pay off. CBRE has no deals in 2009 and 2012. They are having a good year due to 3 portfolio sales including a \$200 Million Camden/DRA sale. 2014 is our year. We won the last 4 assignments when competing against them.

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Christopher D. Bentley • cbentley@ARAUSA.com
Principal
T (702) 966-1160 • **D** (702) 966-1166 • **F** (702) 966-1170

ARA Nevada
6725 Via Austi Parkway, Suite 380
Las Vegas, Nevada 89119
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RELATIONSHIPS
THAT DELIVER RESULTS.

Nevada RE License B.40175.CORP/PM.0140175.BKR ARA Nevada, LLC

EXHIBIT “4”

Total Of New Charges	\$77,085.00
Total Amount Due	\$144,339.62

EXHIBIT “5”

APARTMENT REALTY ADVISORS, INC.

APARTMENT REALTY ADVISORS, INC.

6445 Powers Ferry Road
Suite 300
Atlanta, GA 30339(678)553-9360
lrobinson@ARAUSA.com**Invoice**

Date	Invoice No.
02/19/2014	1370
Terms	Due Date
Due on receipt	02/19/2014

Bill ToARA-Las Vegas
Attn: Jodi Bentley
6725 Via Austi Parkway
Suite 380
Las Vegas, NV 89119

Amount Due	Enclosed
\$452,996.62	

Date	Account Summary	Amount
01/06/2014	Balance Forward	\$444,339.62
	New charges (see details below)	8,657.00
	Total Amount Due	\$452,996.62

Date	Activity	Quantity	Rate	Amount
02/19/2014	2014 Salesforce License	1	8,657.00	8,657.00

Total Of New Charges	\$8,657.00
Total Amount Due	\$452,996.62

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Cotton, Driggs, Walch, Holley, Woloson & Thompson, and that on the 4th day of March, 2014, I caused to be served a true and correct copy of DECLARATION OF LISA ROBINSON MOTION TO COMPEL ASSUMPTION OR REJECTION OF LICENSE AGREEMENT AS AN EXECUTORY CONTRACT UNDER 11 U.S.C. § 365(d)(2) in the following manner:

☒ (ELECTRONIC SERVICE) Under Administrative Order 02-1 (Rev. 8-31-04) of the United States Bankruptcy Court for the District of Nevada, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities.

☐ (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the date above written.

☐ (OVERNIGHT COURIER) By depositing a true and correct copy of the above-referenced document for overnight delivery via Federal Express, at a collection facility maintained for such purpose, addressed to the parties on the attached service list, at their last known delivery address, on the date above written.

☐ (FACSIMILE) That I served a true and correct copy of the above-referenced document via facsimile, to the facsimile numbers indicated, to those persons listed on the attached service list, on the date above written.



An employee of Cotton, Driggs, Walch,
Holley, Woloson & Thompson